P18

1937.

O.F. 71.

Department of Revenue

OFFICE Bdy Rev

STATION Madras

Dis No. 885

Dated 15-3-37

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C.A.X
03916/37

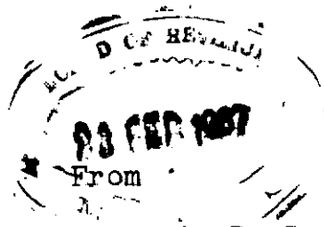
Pages in the file

(SUBJECT.)

Thenkarai - Land Rev. - (S. Kanara) - Mangalore Taluk - Karnic Village - Sy. No. 50/1A - School garden & Play ground. Karnic Hindu School Correspondent & Manager for the time being - free shared

B516

Ref. B3--5967--36.



South Kanara Collector's Office,
Mangalore, dated 12th February 1937.

From

A. D. Crombie, Esq, C.I.E. I.C.S.,
Collector of South Kanara.

To

The Secretary to the
Board of Revenue,
Madras.

Sir,

Alienation-- Land and Revenue---Mangalore Taluk--Karnire village--S. No. 50/1A--school purposes--John B. D'Souza, Correspodent and Manager of the Karnire Aided school--recommended.

B3-5967 I enclose applications for the alienation of land and revenue in respect of S. No. 50/1A of Karnire village, measuring 50 cents in favour of Mr. John B. D'Souza, Manager and Correspondent of the Karnire Aided school; for the purposes of a school building, play ground and garden as detailed in the margin. The plot has been sub divided from S. No. 50/1 of Karnire which stands registered as assessed waste (Dry). Mr.John B. D. Souza has already constructed a thatched school building of an estimated value of Rs.150/- on the plot . The school is a private one but has been recognised permanently by the educational authorities from 1st to 4th classes. The site is one which had originally been reserved for school purposes with a view to its alienation to a local Board or Co-operative Society. The site was however encroached upon by Mr. John B. D'Souza in or about 1931 and he has since been seeking to get it assigned or alienated. The Director of Public In-

* School building ... 3 cents.
Garden ... 7 cents.
Playground ...40 cents.
Total. 50 cents.

p7cf struction, Madras, has recommended the alienation of half an acre of land in favour of John B.D'Souza in his endorsement R. C. No. 3421/B/36 dated 5th November 1936. The alienee has p9cf agreed in his letter dated 10th February 1937 (copy enclosed) to abide by the conditions of alienation proposed by me, a copy of which is enclosed.

M-11-13cf

2. There is no tree-growth on the plot and no seigniorage p15cf fee has to be levied. I enclose an eye-sketch of the plot.

Your obedient servant,

Collector.

Application for the alienation of land in which the proprietary right belongs to the State.

District - South Kanara.

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(1) Description and area:	Assessed waste - S.No.50-1A of Karnire village in Mangalore Taluk measuring 0.50 acres.
(2) Market value:	Rs.12-8-0.
(3) Alienee and purpose of alienation.	Mr. John B. D'Souza, Manager and Correspondent, Karnire Aided School. For the purposes of a school building, playground and garden.
(4) Collector's remarks:	Recommended.

South Kanara Collector's Office,
Mangalore, dated 12 - 2 - 1937.

For Collector.

5

Application for the alienation of land revenue payable to Government.

District - South Kanara.

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(1) Description and area:	Assessed waste - S.No.50-1A measuring 0.50 acres in Karnire village, Mangalore Taluk.
(2) (a) Annual assessment:	Rs. 0. 8. 0.
(b) Capitalized value (25 times assessment):	Rs.12. 8. 0
(3) Alienee and purpose of alienation:	Mr. John S. D'Souza, Manager and Correspondent, Karnire Aided School. For the purposes of a school building, playground and garden.
(4) Collector's remarks:	Recommended.

South Kanara Collector's Office,
Mangalore, 12th February 1937.

17.2.37
For Collector.

17/2/37

9

Mangalore,

10th February 1937.

To

The Collector of South Kanara,

Mangalore.

Sir,

With reference to your Ref.B3-5967/36, dated 16.1.1937, I beg to report that I agree to abide by the conditions referred to therein.

I beg to remain, &c.,

Sd/- John B. D'Souza,
10.2.1937,
Manager & Correspondent,
Karnire Aided School,
Mangalore Range,
Post Mulki.

(True Copy)

17.2.37

For Collector.

17.2.37

Conditions.

1. The land comprised in S.No.50/1A of Karnire villag Mangalore Taluk, measuring 50 cents and the building thereon shall be used for the purpose of a school, schoolgarden and playground attached to the school and for no other purpose.

3 cents shall be used for the school building;

7 cents for the garden and the remaining 40 cents for the playground.

2. The extension of the school building shall be constructed within two years and the schoolgarden and playground laid out within a like period from the date of the grant.

3. No building shall be constructed on the land set apart for the playground and garden and no other building shall be constructed on the land set apart for the school without the previous permission of the Collector of South Kanara.

4. The grantee shall maintain the building (already existing on the plot or after its construction in accordance with paragraph 2) in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

5. The School shall be open to members of all classes including the Depressed Classes.

6. The Government may resume the land wholly or in part with any buildings thereon if the school is not recognised or if the recognition once granted is subsequently withdrawn or in the event of the infringement of any of the conditions of the grant. In the event of such resumption, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed in the land by the grantee. If there are buildings on the land the Government may direct the grantee to remove them.

/7. The Government may resume the land wholly or in part, with any buildings thereon, if in the opinion of the Government the land is required for a public purpose or for conducting mining operations.

/8. In the event of resumption under condition 7, if there are buildings on the land, the Government may at their option either -

(a) purchase the buildings; or

(b) direct the grantee to remove the buildings.

/9. In the event of the resumption of the land followed by the purchase of the buildings under condition 8 or in the event of the acquisition of the land for any reason, the compensation payable for buildings or other improvements shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings already -- existing now or in respect of buildings constructed in -- contravention of condition 3. The amount of any grant which may be made by Government towards the cost of any buildings shall be deducted from the compensation payable to the alienee.

10. In the event of the grantee refusing to remove the buildings when so directed under conditions 6 or 8, the Government may remove them and realise the cost of the removal by the sale of the materials.

11. In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee.

12. The exemption from payment of assessment or ground rent as the case may be will remain in force only so long as no fees are charged for tuition and full assessment or ground rent as the case may be, will be levied if at any time fees are charged.

Sd/- A. D. Crombie,
16-1-1937.
Collector.

(True copy)

17.2.37

For Collector.

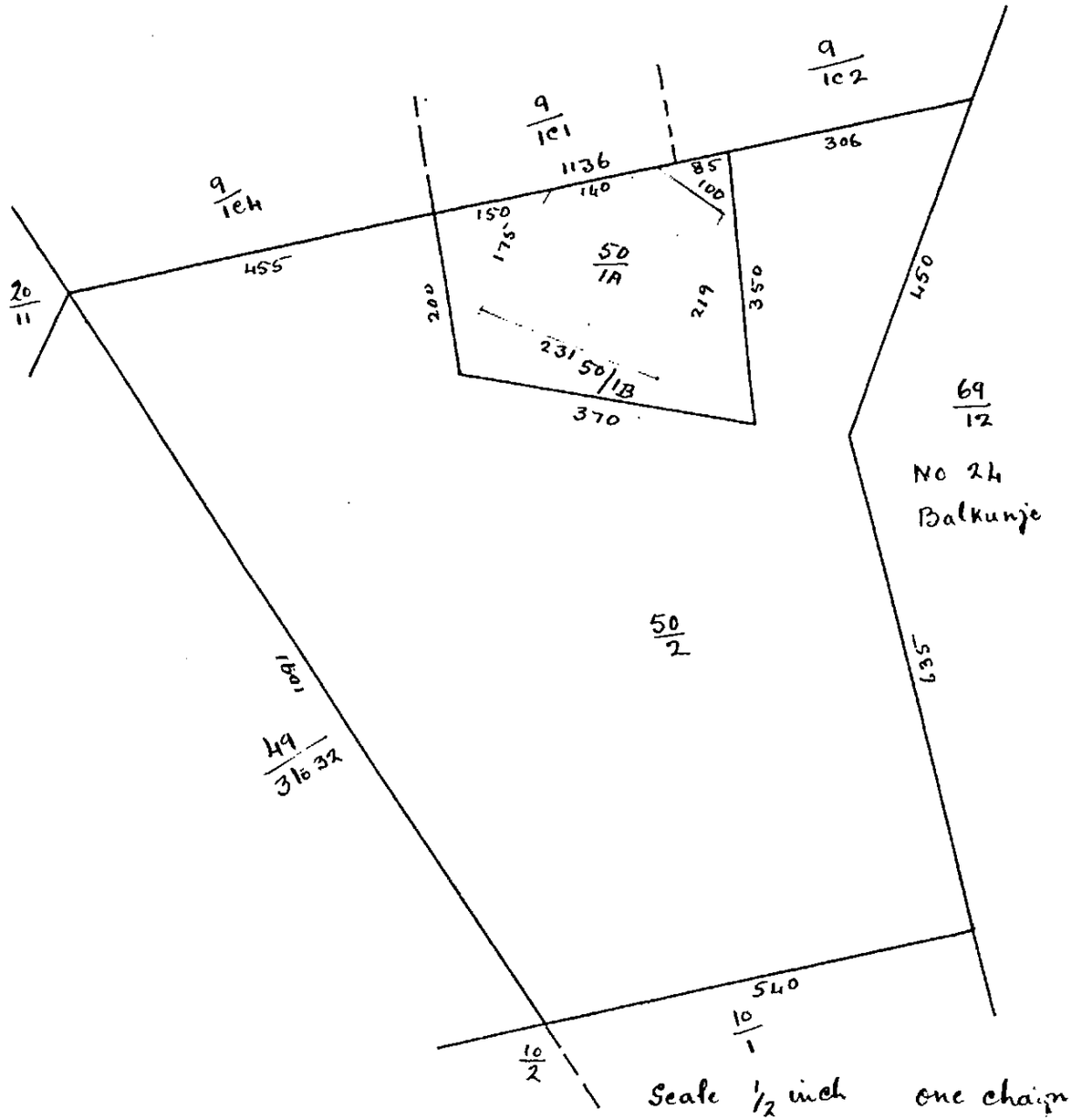
Read
17.2.37

DISTRICT South Canara

Taluk Mangalore

Village { No 23 / Name Kessire

Field no 50



Survey number	Sub Division	Palla number	Name of pattadar	Kadim or Hosagme	Remarks
9	1C1	39	Krishna Shetty	Hosagme	
	1C2	6	God Vittal of Sheeroor Mutt	Do	
	1CH	42	Raju Shetty	Do	
20	11	6	God Vittal of Sheeroor Mutt	Kadim	
49	31&32		Lands reserved and assigned to the Depressed Class		
10	2	1	Nagi Hengsu	Hosagme	
10	1		Land reserved for grazing	Govt	
50	2		Do	Do	
50	1A		Land divided for the allotation of the school		
	1B		Land reserved for grazing	Govt	
			School building No 24 Balkunje		
69	12		Government		

P. Lakshminarayana Rao
Shanbhogue
28.12.36

1/5

17

Alienation - Land & Revenue - ~~Buildings~~ -

(S. Kanara) - Mangalore Taluk

Karnire Village - S.No. 50/1A. School,
~~Town~~

~~Recommended~~. garden & playground - Karnire Aided
~~Sanctioned~~

School Correspondent and Manager for the time being - Sanctioned.

Letter from the Dy. C. of S. Kanara Rc B3-5967/36 dt. 12-2-1937 - Q.

~~REFERENCE~~.
RESOLUTION (this) 885/15/3/37

~~At the instance of the Collector of~~

The Board ~~recommends~~ sanctions the alienation of the plot of land comprised in S.No. 50/1A of Karnire village Mangalore taluk measuring Ac. 0.50 in favour of the Manager & Correspondent for the time being of the Karnire Aided School for use as the site of a school building, garden and playground, as per details noted below:—

June 15/3

School building	-	3 cents
Garden	-	7 "
Playground	-	40 "
		50 cents.

P.T.O.

19

2. The alienation will be free of charge for the occupancy right and free of assessment ~~but subject to ground-rent~~ ~~assessment~~ ~~which will be liable to revision at every resettlement and subject to the payment of Rs. being the value of the trees standing on the land and~~ ground-rent but subject ~~subject~~ also to the following conditions to which the alienee has agreed:-

(1) The land shall be used as the site of a school building, garden and playground and for no other purpose.

(2) The school building shall be constructed & the garden & playground laid out within two years from the date of the grant.

(3) No other building shall be constructed on the land set-apart for the school & no building shall be constructed on the land set-apart for garden and ~~land~~ playground without the previous permission of the Collector of the district.

(4) The school shall be open to members of all castes

D.T.O

(5) The Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the conditions of the grant or if the recognition of the school is withdrawn. In the event of such resumption no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee ~~(and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant)~~. If there are buildings on the land the Government may direct the grantee to remove them.

(6) The Government may resume the land wholly or in part with any buildings thereon if in the opinion of the Government the land is required for a public purpose, or for conducting mining operations. ~~(In the event of such~~ resumption or in the event of the acquisition of the land for any reason, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be ~~less)~~.

(7) In the event of resumption under condition (6) if there are buildings on the land the Government may at their option either,

(a) purchase the buildings, or

(b) direct the grantee to remove the buildings.

(8) In the event of the resumption of the land followed by the purchase of the buildings under condition (7) (a) or in the event of the acquisition of the land for any reason, the compensation payable for buildings or other improvements shall in no case exceed ~~(the amount paid for them by the grantee at the time of alienation~~

~~or~~

~~or their value at the time of resumption or acquisition, whichever may be less, together with)~~ the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition (3).

(9) In the event of the grantee refusing to remove the buildings when so directed under condition (5) or (7) (b) the Government may remove them and realise the cost of removal by the sale of the materials.

(10) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant).

(11) The exemption from the payment of land revenue will remain in force only so long as no fees are charged for tuition & full land revenue will be levied if at any time, fees are charged.

12.3.37

13.3.37

15/3/37

To the Secretary to Government, Revenue Department

with alienation statements (pages to be copied and sent) and sketches pages in original.

To the Collector of S. Kanara

1c 1 B 4 9

Notepaper

Alienation - Land & Revenue - (S. Kanara).
Mangalore Taluk - Karwire Village -
S.No 50/1A - School, Garden & Playgrounds
Karwaise Aided School - Correspondent
and Manager.

Mr 1-2 cf B 916/37

~~To A.S.(R)~~

Please see the Collr's letter
~~at pp 1-2 cf~~

2/ The land was set apart
for school purposes. The proposed alienee
encroached upon the land in 1931 &
has been in occupation ever since.

p 1 cf

The proposals are complete and
in order. The freehold value of the
land is Rs 25/- and is within the
sanctioning powers of the Full Board.
The alienation may be sanctioned.

3. The Collr has not reported whether market
value should be collected. The market value is only
Rs 12-8-0 and the alienation is for a school &
the Collr apparently considered it unnecessary to
collect the market value

MR 24/2/37
SB 27/2/37.

Forwards.

The alienation may be sanctioned

WD 2.3.37

ADS 3.3.37

MB 4/3

M/2 3/3

M.I. 5.3.37

A.S.(LR)

3

To A.S.(CR)

Draft submitted.

12.3.37

13.3.37

15-8-37